

BOROUGH OF EPHRATA

2023-2027 COLLECTIVE BARGAINING AGREEMENT

WITH THE

EPHRATA LAW ENFORCEMENT ASSOCIATION

**2023-2027 POLICE CONTRACT
BOROUGH OF EPHRATA**

TABLE OF CONTENTS

	PAGE NUMBER
1. PREAMBLE.....	2
2. ARTICLE I - PURPOSE	2
3. ARTICLE II - RECOGNITION	2
4. ARTICLE III - BOROUGH AUTHORITY	3
5. ARTICLE IV - COMPENSATION	4
6. ARTICLE V - WORK SCHEDULING	5
7. ARTICLE VI - UNIFORM ALLOWANCE AND CARE.....	6
8. ARTICLE VII - VACATIONS	7
9. ARTICLE VIII - HOLIDAYS.....	8
10. ARTICLE IX - LEAVES OF ABSENCE	9
11. ARTICLE X - RETIREMENT PROGRAM	12
12. ARTICLE XI - INSURANCE.....	13
13. ARTICLE XII - MISCELLANEOUS PROVISIONS.....	16
14. ARTICLE XIII - GRIEVANCE PROCEDURE	18

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2023-2027 POLICE CONTRACT
BOROUGH OF EPHRATA

THIS AGREEMENT made and entered into by and between the Borough of Ephrata, Lancaster County, Pennsylvania (hereinafter referred to as the "Borough") and the Ephrata Law Enforcement Association (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Act of June 24, 1968, P.L. 237, No. 111, as amended, provides for collective and orderly bargaining between municipal employers and their employed police officers, and

WHEREAS, the Borough has recognized the Association as the duly designated representative of its employed full-time and part-time police officers, and

WHEREAS, the Borough and the Association have engaged in the collective bargaining process regarding the terms and conditions of such officers, employment, and have reached an Agreement regarding such terms and conditions for the calendar years of **2023-2027**, and

WHEREAS, the hereinafter stated provisions are deemed by both parties to constitute said Agreement;

NOW THEREFORE, in consideration of these provisions and the mutual promises of the parties hereto to faithfully perform hereby, it is agreed as follows, TO WIT:

ARTICLE I
PURPOSE

1.00: It is the purpose of this Agreement to promote and ensure the harmonious relations, cooperation and understanding between the Borough and its Police Force; to establish wages, hours, other conditions of employment and benefits for the period from **January 1, 2023 through December 31, 2027**; to protect the interests of the Borough as the municipal employer responsible for the safety of the citizens of the Borough, and to ensure the protection of the employment rights of the employed Police Officers of the Borough. The Borough and the Association pledge their cooperation to work together under this Agreement in order to ensure the continued improvement and efficiency of police services to all citizens of the Borough. The provisions of this Agreement shall uniformly apply to all members of the Police Bargaining Unit, unless specifically denoted to be otherwise.

ARTICLE II
RECOGNITION

2.00: The bargaining unit shall consist of all sworn members of the Borough Police Department, below the rank or grade of Chief of Police.

2.01: The Borough recognizes the Association as the exclusive collective bargaining representative of the employees of the bargaining unit.

2.02: The Association and the Borough recognize that membership in the Association is not compulsory, and the employees of the unit have the right to join or refrain from joining the Association.

2.03: The Borough, upon receipt of written authorization signed by any member of the bargaining unit, agrees to deduct from the wages of such employee, whatever sum such employee shall authorize, which sum shall be paid over to the Association. It is understood and agreed that such deductions shall only be for dues, and all other Association assessments are matters solely between the Association and its members. The Association shall indemnify, defend and hold the Borough harmless against any and all claims, demands, suits, judgments or any other form of liability that shall arise out of any action taken or not taken by the Borough under the provisions of this Article.

ARTICLE III BOROUGH AUTHORITY

3.00: The Borough shall retain all rights not specifically modified by the terms of this Agreement, which rights shall include, but not be limited to, the right to the selection, direction, assignment and scheduling of the operations of the Police Department; the advancement of police officers to higher ranks, the determination of the number of police officers to be employed or retained in employment; the suspension, demotion or discharge of police officers; the establishment and maintenance of standards of quality of performance and fitness; emanation, change or consolidation of jobs, departments or subdivisions thereof; and the establishment of budget or long-range plans for the activities of the Police Department. In the exercise of these rights, the Borough shall retain the right to adopt and enforce such reasonable rules and regulations as it may deem necessary and proper with regard to the management of the operations of the Police Department. No grievance may be filed in connection with the adoption or implementation of said rules and regulations by the Borough unless the same shall violate the provisions of the Agreement as further set forth in Section 3.02.

3.01: The police agree there shall be no strike, picketing, sit-down, slow-down, willful absence from assigned work areas, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment. The Borough agrees that no lockout against police shall take place.

3.02: The Borough shall have the authority to discipline officers for just cause. An officer may grieve such discipline through the grievance procedure to determine whether just cause exists to warrant discipline. This standard shall permit the arbitrator to amend the level of discipline imposed by the Borough.

If at any time prior to the filing of the grievance or during the pendency of the grievance process, an officer files a claim under the Borough's Civil Service Ordinance, or before any court or administrative agency which involves the same act of discipline, a grievance will automatically be considered barred or withdrawn with prejudice as to such filing or refile, respectively. Officers may not simultaneously process both a statutory/administrative claim and a contractual claim involving the same act of discipline.

ARTICLE IV
COMPENSATION

4.00: Base Wages - During the term of this contract an across the board wage increase shall apply as follows:

2023:

January 1, 2023: 4%

2024:

January 1, 2024: 2.5%

July 1, 2024: 1.5%

2025:

January 1, 2025: 2%

July 1, 2025: 2%

2026

January 1, 2026: 2%

July 1, 2026: 1.5%

2027

January 1, 2027: 2%

July 1, 2021: 1.5%

***all increases will be rounded to the nearest dollar**

See Addendum A – Wages by position and Experience

Length of service step movements for police officers after certification is based on time in grade.

4.01: Longevity - All full-time officers will earn longevity after 7 years of employment. Each full-time officer, based upon length of service as of January 1st in each calendar year, shall receive additional compensation as a longevity increment according to the following formula (except as noted in section 10.03 DROP): Base Salary x Months of Service x .00020

Longevity will be capped at 6.0% of Base Salary.

Longevity will be paid in lump sum payment to each eligible officer with the first paycheck in March. The longevity increment will be added to base salary for overtime pay purposes but shall not be added for purposes of determining any other form of premium pay.

4.02: Court Time Pay - Any full-time officer who is required, during otherwise off-duty hours, to attend a hearing before a Court of this Commonwealth or of the United States, shall be paid at the rate of one and one-half (1 and 1/2) times his/her base hourly rate for time spent in such court attendance. Both

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full-time and part-time officers shall be guaranteed at least three (3) hours of pay for all such appearances before a District Magistrate and all such appearances before the Lancaster County Court.

4.03: Court Standby Pay - Each off-duty officer who is required to be on "standby" for an appearance at a court proceeding shall be paid at the rate of one hundred dollars (\$100.00) per day.

4.04: Overtime - An officer working a scheduled eight (8) hour shift shall be paid at the rate of one and one-half (1-1/2) times his/her regular hourly rate for all time worked in excess of eight (8) hours per work shift or in excess of eighty (80) hours per work period. An officer working a scheduled ten (10) hour shift will be paid one and one-half (1-1/2) times his/her regular hourly rate for all time worked in excess of ten (10) hours per work shift or in excess of eighty (80) hours per work period. An officer working a scheduled twelve (12) hour shift will be paid one and one-half (1-1/2) times his/her regular hourly rate for all time worked in excess of twelve (12) hours per work shift or in excess of eighty (80) hours per work period. Effective December 7, 2006, officers called into work overtime shall be guaranteed a minimum of two (2) hours of overtime compensation.

4.05: Duplication/Pyramiding - It is understood and agreed by and between the parties that an officer shall not receive a duplication or pyramiding of his/her pay rate on account of the aforesaid premium pay rates.

4.06: Field Training Officer - For each hour of assigned duty as a Field Training Officer a police officer shall be paid a premium of \$1.15 for 2018, \$1.25 for 2019, \$1.45 for 2020, and \$1.49 for 2021. Beginning 1/1/2022, this amount will increase at the same percentage as general increases in the CBA. The premium shall be paid only for those hours worked during which the Field Training Officer is accompanying a new recruit.

The Field Training Officer shall be appointed by the Chief of Police. Only one police officer may receive this premium for any hour of any day. This additional pay will not be paid at time and one-half for overtime hours.

4.07: Officer in Charge - When a police officer is designated by the Borough as the officer in charge of a shift such police officer shall be paid a differential for each such hour serving in such capacity at the rate of \$1.70 for 2018, \$1.95 for 2019, \$2.20 for 2020, and \$2.26 for 2021. Beginning 1/1/2022, this amount will increase at the same percentage as general increases in the CBA.

4.08: Investigator Differential: Officers assigned to perform investigative work will be paid a differential of \$1.70 for 2018, \$1.95 for 2019, \$2.20 for 2020, and \$2.26 for 2021 for each full hour of such duty. Beginning 1/1/2022, this amount will increase at the same percentage as general increases in the CBA.

ARTICLE V WORK SCHEDULING

The following terms and conditions shall have the stated meanings, unless the context shall clearly impart a different meaning and intent:

5.00: Work Period - Each full-time officer shall have a normal work period consisting of two consecutive workweeks. A workweek is defined as a calendar week. The schedule for a full-time officer will consist of either:

ten (10) work shifts consisting of eight (8) hours each and four (4) regular days off duty, or
eight (8) work shifts consisting of ten (10) hours each and six (6) regular days off duty, or
six (6) work shifts consisting of twelve (12) hours each and one (1) work shift consisting of eight (8) hours and seven (7) regular days off duty, based upon a schedule established by the Chief.

The work period commences on Sunday and ends fourteen (14) calendar days hence. The scheduling of officers for 10 and 12 hour shifts shall be cost neutral when compared to an eight (8) hour work shift for all aspects of the contract. Therefore, any language in this contract referring to "days" will be considered as eight (8) hours of pay

5.01: Work Shift - A normal work shift shall be a continuous eight, ten or twelve hour period normally occurring between the hours of 12:01 a.m. and 12:00 Midnight (Midnight to Midnight). If an officer's work shift begins on one calendar day and extends into the next calendar day, the workday is considered to be the day on which the shift begins.

5.02: Work Time - For the purposes of determining an officer's fulfillment of his/her work period, work week or work shift requirements, the following shall be deemed to constitute work time: regular work time, vacation time, holidays, bereavement leave, personal leave, compensatory time, department-required schooling or court time, and sick leave.

5.03: Work Schedule - On or before January 1st of each calendar year, the Chief of Police shall prepare and post a projected work schedule for the Police Department. Such schedule shall be for a period of at least six (6) weeks (three (3) work periods) and shall clearly state each officer's work days (on-duty), non-work days (off-duty), the work shift for each work day, and consist of continuous cycling work periods. A schedule can be changed with six (6) weeks (three (3) work periods) notice. The Chief of Police shall ensure that all members of the Department receive, as nearly as possible, an equal allocation of weekends and holidays off-duty. After such initial posting, such work schedule shall be updated on a regular basis throughout the year so as to permit each officer to be informed of his/her work schedule at least six (6) weeks in advance of a workday. Two or more officers may with the mutual consent, and with the approval of the Chief of Police or his designated representative, exchange work shifts, provided that such exchange does not adversely affect the operation of the Police Department. **Any exchange of work hours must occur within the same pay period. During the exchange, each officer will be paid for their actual hours worked at the appropriate rate of pay and will not be paid for any hours not worked.**

ARTICLE VI UNIFORM ALLOWANCE AND CARE

6.00: Clothing Allowance - An officer who is assigned to an approved Detective or Lieutenant position and is directed to work in civilian clothing shall be credited \$650 to be utilized by such officer for the purchase of his/her said civilian clothing utilized in the performance of duty.

6.01: Dry Cleaning Allowance - The Borough will provide for the dry cleaning of approved uniform items, which includes civilian clothing utilized by assigned officers in the performance of their duty. The Borough may designate the cleaning establishment to be used for this service.

6.02: Uniform Issuance – The Borough shall provide each officer with an appropriate array of winter and summer uniform clothing, equipment and accessories necessary to complete the department uniform. The Borough's liability for footwear or approved police related accessories expense shall be limited to two hundred and fifty (\$250.00) per year for full time officers. This benefit shall be prorated for regular part-time officers based on hours worked. **Officers requesting reimbursement for their clothing, footwear, or accessories allowance must submit receipts to substantiate their reimbursement request no later than December 1st of each year. Prior to reimbursement for secondary or off-duty handguns, an officer must comply with the inspection and qualification requirements of the department's Firearms Policy. Ammunition for secondary and off-duty handguns qualifies for reimbursement.** The borough will assure that each police officer is issued a bullet resistant vest according to contemporary NIJ standard at no cost to the officer. Each bullet resistant vest will be replaced prior to its use expiration date at no cost to the officer.

ARTICLE VII VACATIONS

7.00: Administration - For the purpose of placement on the vacation schedule, a year of service shall be based upon the officer's anniversary date of hire.

7.01: Utilization - For the purpose of utilization of vacation, the vacation year shall be based upon the calendar year. Up to twenty-five percent (25%) of the vacation time that is earned in a vacation year, may be accumulated and carried over into the following vacation year; provided, however, that any such carry over vacation time must be utilized in such subsequent vacation year. Prorated vacation granted during the first year of employment may be carried over into the next calendar year.

7.02: Earning Schedule - Each full-time officer shall earn vacation according to the following schedule:

<u>Length of Service</u>	<u>Amount of Vacation</u>
After 1 year	40 hours
After 2 yrs	80 hours
After 6 yrs	120 hours
After 11 yrs	160 hours
After 18 yrs	200 hours

During an officer's initial year of service vacation shall accrue at the rate of two (2) hours per month of continuous service up to a maximum of 24 hours. However no officer shall be eligible to exercise vacation until being certified and completing 6 months of continuous service.

7.03: Pay Rate - An officer shall be paid his/her regular rate of pay for all approved vacation time which he/she shall utilize.

7.04: Approval - Vacation may be used in increments of no less than eight (8) hours, except that up to 40 hours of vacation time in any calendar year may be used in hourly increments with a minimum of two (2) hours. Half day increments may not be used on midnight shifts. It is recognized that the law enforcement needs of the Borough must be considered paramount in the scheduling of vacations, and therefore, vacation time must be approved by the Chief of Police. It is the intent of this provision that an officer shall request vacation leave time at least three (3) weeks prior to such intended leave usage. However, shorter notice may be given by an officer due to unforeseen circumstances. Except in the event of an emergency, all vacation requests will be submitted in writing. Vacation leave requests shall be approved by the Chief of Police unless the bona fide operational needs of the Police Department cannot accommodate such request.

The Borough reserves the right to reject any benefit time request, when that request is the foundation to allow an officer an appropriate amount of off-duty time to accept an overtime assignment during the proceeding or subsequent shift to the requested benefit time.

7.05: Re-Scheduling - If an officer is required by the Borough to work during an otherwise scheduled vacation, and if such officer is unable to re-schedule such vacation during his/her vacation year because of the work requirements of the Borough, such officer's vacation year shall be extended for a period of one hundred eighty (180) days for the purposes of rescheduling such vacation.

7.06: A full-time officer with 120 hours of vacation eligibility may take, at his/her discretion, pay in lieu of vacation for up to 40 hours in eight (8), ten (10) or twelve (12) hour increments as appropriate. A full-time officer with 200 hours of vacation eligibility may take, at his/her discretion, pay in lieu of vacation for up to 80 hours in eight (8) or ten (10) hour increments as appropriate. A full-time officer may submit payment requests in writing to the Chief twice per year prior to December 10 of said calendar year.

ARTICLE VIII HOLIDAYS

8.00: Official Holidays - The following days shall be recognized as official holidays:

New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and the Officer's Birthday.

8.01: Holiday Pay Rates - Recognizing that the citizens of the Borough need police protection every day of the year, certain police officers may be scheduled or required to work on designated holidays. The Borough will make every effort to staff at minimum levels on said holidays. Holiday pay will be paid as illustrated below:

- An officer that is not scheduled to work on an official holiday will receive eight (8) hours of holiday pay at his/her straight-time hourly rate.
- Officers who are scheduled and in fact work on any official holiday will receive eight (8) hours of holiday pay at their straight-time hourly rate.
- An officer that is called to work on a holiday for any reason will receive eight (8) hours of holiday pay at his/her straight-time hourly rate.
- Officers who are scheduled to work on a holiday as part of the normal schedule but either volunteer not to work or are directed by any supervisor to be off duty in order to achieve minimum staffing levels shall receive either eight (8), ten (10) or twelve (12) hours of holiday pay at their straight-time hourly rate, depending on the length of shift the officers were scheduled to work on the holiday. For example, if an officer was scheduled to work a ten hour shift on a holiday but is directed to remain off duty to achieve minimum staffing levels, that officer would receive ten (10) hours of holiday pay at his/her straight-time hourly rate.
- Officers will be paid two (2) times their straight time hourly rate for each hour worked within the twenty-four (24) hour holiday period.
- **Independence Day, Thanksgiving Day, and Christmas Day shall be recognized as "Family Holidays." Officers who work on a Family Holiday, in addition to their eight (8) hours of holiday pay and the double time pay compensation for hours worked, shall receive compensatory time off with pay, computed on an hour for hour basis for each hour worked within the twenty-four-hour period of said holiday. Compensatory time off must be used by December 31 of the subsequent year.**

8.02: Personal Leave Days - Each full-time officer shall be entitled to take 40 hours off-duty, with pay, per year, as personal leave days. Personal leave days may be used in hourly increments, with a minimum of two (2) hours, and must be approved by the Chief of Police, who shall take into consideration the time which has been requested by the Officer. Requests for personal leave, under normal circumstances, shall be submitted to the Chief of Police for approval forty-eight (48) hours prior to the intended personal leave time to be utilized except that the prior approval requirement may be waived in the case of a bona fide personal emergency. Full-time officers in their first calendar year of employment shall earn prorated personal leave time based upon their date of hire according to the following schedule:

First Calendar Quarter:	40 hours
Second Calendar Quarter:	30 hours
Third Calendar Quarter:	20 hours
Fourth Calendar Quarter:	10 hours

Personal leave days may not be accumulated from year to year.

ARTICLE IX

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LEAVES OF ABSENCE

9.00: Sick Leave - Each officer shall be granted sick leave, with pay, according to the following schedule and conditions:

Accrual - Eight (8) hours per month of service plus an additional eight (8) hours on January 1 of each year.

Accumulation - Each officer may accumulate up to 344 hours of unused sick leave at December 31 of any year. All accrued sick leave hours in excess of 248 hours will be paid to the officer in the second pay of January at the rate of 50% of the accumulated hours times the officer's base hourly rate. An officer's accumulated sick leave hours will be returned to 240 hours at January 1. Usage - An officer may utilize his/her sick leave for his/her own personal illness, for an illness in his/her immediate family which absolutely requires the officer to remain at home, or for emergency medical or dental appointments.

Officers having accumulated sick leave hours remaining in the bank may withdraw "banked" hours to supplement their annual sick leave accumulation during the term of the contract.

Doctor's Statement - In the event that an officer shall utilize sick leave, the Borough may require such officer to provide the Borough with a physician's statement certifying that such officer has been ill, and that he/she has recovered and is fit to return to duty. Such physician's statement shall be obtained at the expense of the Borough.

Any full-time officer collecting Long-Term Disability benefits from the Borough may use accumulated sick leave to make up the difference between the amount of such long-term disability benefit and 100% of regular base monthly pay from the Borough in effect at the time the long-term disability benefit commenced.

At retirement, the Borough will pay each retiring officer an amount equal to fifty percent (50%) of all accrued and unused sick leave.

9.01: Bereavement Leave - Each officer shall be granted bereavement leave, with pay, according to the following schedule and conditions:

Immediate Family - An officer, with six (6) months or more of service to the Police Department, who suffers the death of a member of his/her immediate family, shall be granted forty (40) hours bereavement leave; eight (8) hours if assigned to work eight (8) hour shift, ten (10) hours if assigned to work ten (10) hour shifts and twelve (12) hours if assigned to work twelve (12) hour shifts shall be used the day of the service. Immediate family is defined as: Spouse, Child, Parent, Mother or Father-In-Law. Twenty four (24) hours of bereavement leave will be available in the event of the death of judicially approved legal guardian, brother, sister, grandparent or grandchild.

In the event that an officer shall require additional time off-duty on account of such event, said officer may request the Borough to approve such additional time to be charged against the officer's annual vacation or personal leave days, or taken as time off-duty, without pay.

Other Relatives - An officer who suffers the death of a relative, who resides in the officer's household or the death of a member of their spouse's immediate family, brother, sister, grandparent, or grandchild shall be entitled to eight (8) hours if assigned to work eight (8) hour shifts and twelve (12) hours if assigned to work twelve (12) hour shifts of the bereavement leave to attend the funeral of such relative, provided that the officer was otherwise scheduled to work on such day.

9.02: Military Leave:

- A. The Borough and the Association have agreed on a detailed plan for full-time officers who enter and return from military service, which meets the reemployment provisions of the Universal Military Training Act as amended by the Vietnam Era Veterans Readjustment Assistance Act of 1974. The Borough will grant military leave and intends to treat every officer returning from military service, insofar as possible, as though there had been no interruption in his employment.
- B. Officers who enter military service will be considered to be on military leave for the period and under conditions prescribed by law. Although the law makes no provision for employees entering the Merchant Marine, the Borough will give due consideration, with respect to leave of absence to each such case.
- C. An officer entering military service may use any unused vacation allowance or bonus days just prior to the date he/she is required to report for duty. In the event an officer has no unused vacation allowance or bonus days, he/she will be given up to forty (40) hours off without pay.
- D. An officer entering military service will be paid in full, for time worked and allowed with pay, on the day he is released from duty with the Borough or as soon thereafter as practical.
- E. Officers who return from military service and comply with the re-employment provisions of the Act will be restored to their former positions, or to positions of like seniority, status and pay, unless circumstances have so changed as to make it impossible or unreasonable. In addition, such officers will:
 - 1. Be credited with the time they were in military service in determining their position on the salary tables.
 - 2. Be given promotional opportunities as spelled out in the Act.
- F. In order for an officer returning from military service to be eligible for the benefits under this plan, he/she must:

1. Have left a position other than a temporary position.
 2. Have a certificate of satisfactory completion of such training and service.
 3. Be qualified to perform the duties of such position.
 4. Apply for re-employment within ninety (90) days after he/she is relieved from such training and service or from hospitalization continuing after discharge for a period of not more than one (1) year.
- G. A disabled officer returning from military service if not qualified to perform the duties of his/her former position by reason of disability sustained during such service but qualified to perform the duties of any other positions will be restored to such other position as will provide him/her with like seniority, status and pay or to a position which is the nearest approximation thereof consistent with the circumstances in the case.
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 1. The time spent in military service will be counted in determining eligibility, vesting and benefit accrual. This affords the officer the opportunity to receive the same retirement benefits under the Plan as if there had been no interruption in employment.
 2. If officer contributions were required under the Plan during any period of the officer's absence, the officer will be able to receive contributory credit for that time provided the employee pays the monthly contributions which were not made during the leave.
- I. The time spent in military service will be counted as a period of employment with the Borough in determining vacation and longevity allowance.
- J. Where an officer who is a member of a reserve military organization of the United States requires absence from work in order to attend a mandatory training period, the Borough will, in any calendar year, grant such officer a leave of absence of up to eighty (80) scheduled hours and will pay such officer the difference between the regular pay he/she would have received if he/she had worked and his/her government pay. To the extent that the mandatory training period exceeds eighty (80) hours, the Borough will grant additional time off without pay.

In addition to the benefits provided in section 9.02, the Borough shall provide any benefits mandated by State or Federal law even if those benefits exceed those provided Section 9.02.

ARTICLE X

RETIREMENT PROGRAM

10.00: During the term of this Agreement the Borough shall maintain its present retirement and pension program, in accordance with Act 600, including the cost of living adjustment. The Association shall appoint one (1) of its members as a delegate to the Police Pension Board and the Borough agrees to recognize such delegate as a regular member of the Board, with voice and vote. On or before December 31, 2011, the police pension ordinance will be amended to eliminate the killed in the line of service benefit so that the benefit will be provided by the Commonwealth pursuant to Act 51 of 2009. In the event that the Commonwealth of Pennsylvania repeals its payment of the killed in the line of service benefit then the Borough's pension ordinance will be amended to reinstate the benefit in effect on December 31, 2011.

10.01: During the term of this Agreement, officers shall pay into the pension fund, per biweekly paycheck, five (5) percent of gross compensation.

10.02: Officers having military service time may "buy back" that time to increase years of service for pension purposes at any time during the term of this Collective Bargaining Agreement. The cost to the officer shall be as follows:

The Ephrata Borough pension ordinance provides for full service credit for each year of military service or fraction thereof, not to exceed five years, to any member of the police force who was not employed by the Borough prior to such military service. The amount due for the purchase of credit for military service other than intervening military service shall be computed by applying the average normal cost rate for the Borough, as certified by the Public Employee Retirement Commission, but not to exceed ten per centum, to the member's average annual rate of compensation over the first three years of municipal service and multiplying the result and fractional part of a year of creditable non-intervening military service being purchased together with interest at the rate of four and three-quarters per centum compounded annually from the date of initial entry into municipal service to the date of payment.

10.03 Deferred Retirement Option Plan (DROP):

Officers hired prior to January 1, 2023, shall have a maximum DROP period of five (5) years. The DROP shall be limited to a maximum of three (3) years for officers hired on or after January 1, 2023.

Officers hired prior to January 1, 2023, who enter the DROP will receive the same annual wage increases as defined in Section 4.00 of the CBA. All officers hired on or after January 1, 2023, shall have their hourly rate frozen throughout the entire DROP period.

Officers in DROP are not eligible to receive Tuition Reimbursement.

All training while in the DROP program must be required by the Chief of Police.

The longevity bonus will be frozen at the amount paid the year the officer enters DROP. That same amount will be paid in the first paycheck in **March** of each year the officer remains on drop and is employed on such pay date.

Section 11.4(a) of Ordinance 1501 shall be deleted and replaced with the following:

(a) Termination of Employment – A DROP participant may change the DROP termination date to an earlier date within the limitations of 53 P.S. § 895.1113. No penalty shall be imposed for early termination of DROP participation. Upon either early or regular termination of DROP participation:

(i) The DROP participant shall be separated from employment by the employer.

(ii) The retirement system shall pay the balance in the DROP participant's subsidiary DROP participant account to the terminating DROP participant as provided in 53 P.S. § 895.1114(d).

(iii) The DROP participant shall be ineligible to reenroll in the DROP thereafter even if the former DROP participant is reemployed by the employer with renewed active membership in the retirement system.

Neither the DROP program nor the acceptance of a DROP election shall be construed as creating or changing any contract of employment between the employer and its employees, and the employer retains the right to deal with its employees in the same manner as though a DROP account had not been created.

10.04 For officers hired between January 1, 2014, and December 31, 2022, the adjusted retirement benefit payable each month shall be increased to reflect 30% of the annual increase in the Consumer Price Index. Officers hired on or after January 1, 2023, will not receive Cost of Living Adjustments to their pension benefit upon retirement.

10.05 For officers hired prior to January 1, 2023, any payment of unused leave time upon retirement shall be included in the officer's pension benefit calculation, but only to the extent such leave was earned during the officer's final 36 months of employment. For all officers hired on or after January 1, 2023, any payment of unused leave time upon retirement shall not be included in an officer's pension calculation.

ARTICLE XI INSURANCE

11.00: Hospitalization/Medical Insurance - The Borough shall continue to maintain the current hospitalization and medical coverage insurance for all full-time officers and their eligible dependents, with the following plan changes:

11.01: Officers shall contribute to the cost of health insurance premiums, per bi-weekly pay period according to the following schedule:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Officer	\$50	\$55	\$60	\$65	\$70

Officers shall contribute an additional \$20 per pay, per spouse/dependent for spouse/dependent health insurance premium sharing.

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11.02: All officers hired before 1/1/2014 will pay an additional bi-weekly pay in premium contribution to off-set retirement health care costs according to the following schedule:

2023 - \$20 2024 - \$22 2025 - \$24 2026 - \$26 2027 - \$28

11.03: Deductibles: The medical insurance plan deductibles shall be set at the following amounts during the term of the CBA:

Single \$1,000

Family \$1,600

11.04: Co-Pays: Co-pays shall be set at the following amounts during the term of the CBA:

		<u>Network</u>	<u>Out of Network</u>
Office Visits:	Primary	\$30.00	\$40.00
	Specialist	\$45.00	\$70.00
	Urgent Care	\$65.00	\$65.00
	Emergency Room	\$80.00	\$80.00

The Emergency Room Co-pay shall be waived upon admission

The Borough shall have the right to change health insurance plans in order to reduce its costs, provided however, that the new health insurance plan provides benefits equal to or better than the existing plan.

If an officer's spouse opts out of the Borough medical, prescription and dental insurance plans, the officer shall receive a total annual payment of \$1,500 to be paid in equal distributions per pay period during the term of agreement.

An officer must provide proof of spouse's participation in his/her employer's insurance plan. The payment to the officer shall not be included in the base pay for the purpose of calculating overtime.

11.05: Prescription Drug Plan - The Borough will maintain a prescription plan for all full-time employees and their dependents as contained in the Group Insurance Certificate Booklet. The Borough will pay the full premium for this Plan.

The prescription drug program co-pays shall be as follows:

Drugs:		<u>Retail</u>	<u>Mail Order</u>
	Generic:	\$20.00	\$40.00
	Brand Formulary:	\$30.00	\$60.00
	Brand Non-Formulary:	\$50.00	\$100.00

1. Prescription Drug Supply: Retail 30 day supply per script; Mail Order 90 day supply per order
2. Brand Penalty: If generic alternative is available, employee will pay brand co-pay plus the difference in the cost between the generic and brand unless required by the physician

3. Maintenance Drugs: Individuals on prescribed maintenance drug must use mail order.

11.06: Healthcare Re-opener - Deleted

11.07: Life Insurance - The Borough shall maintain the policies of life insurance presently in effect on each officer's life, in a face amount of \$50,000.00 with a double indemnity provision, at no cost to such officer.

11.08: Dental Insurance - the Borough shall provide all regular full-time officers with dental insurance benefits and the borough will pay the full premium for all regular full-time employees and their dependents. Details are explained in the Group Insurance Certificate Booklet.

The maximum benefit amount per person insured, per calendar year will \$3,000. The Orthodontic (Braces) Lifetime Maximum is \$2,000 per person covered.

11.09: Long-Term Disability Insurance - The Borough shall continue to provide each full-time police officer with a group long-term disability insurance benefit, at no cost to such officer. The rate of monthly long-term disability income for each officer shall be subject to the reduction formula specified by the insurance carrier, and shall be in an amount equal to fifty percent (50%) of his/her monthly wages, immediately preceding the date on which the disability commences; provided, however, that in no event shall such long-term disability income exceed \$3,000.00 per month, nor be less than Fifty Dollars (\$50.00) per month. For any period of disability of less than a month for which long-term disability income is payable, the long-term disability income shall be prorated on the basis of a thirty (30) day month.

For the first thirty (30) days of any disability, the disabled officer will draw on accumulated or "banked" sick leave to provide no interruption of income. In the event of a subsequent disability in one (1) calendar year, an officer having more than ten (10) years of service will be paid during the first thirty (30) days of any subsequent disability even if the officer does not have adequate accumulated or "banked" sick leave.

In addition to the long-term disability benefit, a disabled officer will be entitled to supplemental pay from the Borough according to the following schedule without regard to any sick leave accruals:

<u>Time Period</u>	<u>Percent of Pay</u>
Months 2 through 4	100% less disability payment
Months 5 through 7	50% less disability payment

11.10: Line-of-Duty Disability - In the event that an officer is permanently disabled as a result of an injury or illness incurred as a result of the performance of duty, such officer shall be entitled to receive full benefits, and salary according to the following schedule for up to a period of ten (10) years:

<u>Disability Period</u>	<u>Salary Benefit</u>
1st day thru 730 day	100% of salary
731st day thru 1825th day	80% of salary
1826th day thru 3650th day	70% of salary

It is understood and agreed that the Borough is liable to provide only the difference between what an officer may receive on account of Workmen's Compensation Insurance and Social Security Benefits, and the amounts set forth above.

11.11: Legal Liability Insurance - The Borough shall continue to provide legal liability insurance to include, but not limited to, errors and omissions, police professional liability, false arrest, and personal injury.

11.12: Retiree Health Benefits - The Borough will provide, at its expense, the current PPO Plan benefits in effect during this contract for all retired officers, subject to the following conditions:

- A. If a retired officer is employed by another employer which makes available a medical plan to its employees and dependents and pays 100% of the premium, that health plan becomes the officer's primary plan. The Borough's plan is continued as a secondary carrier. In the event the said primary plan is no longer available to the retired employee, the Borough's plan becomes the primary carrier.
- B. The retired officer reaches the age of sixty-five (65) or otherwise becomes eligible for Medicare at which time the hospitalization plan reduces to a Medicare supplement.
- C. The retired officer must annually, upon request of the Borough, submit an affidavit that these above conditions have not occurred and that the retired officer is still eligible for the specified insurance coverage.
- D. **Officers hired on or after 1/1/2014 but before 1/1/2023 will receive Officer-only health care coverage at retirement.**
- E. **Officers hired on or after 1/1/2023 will receive Officer-only health care coverage at retirement. The retired officer shall only be eligible for this coverage if the retired officer does not have health insurance available from any other source, including, but not limited to, his/her own employer, his/her spouse's employer, or Medicare, regardless of the extent or cost of the coverage. Notwithstanding the preceding, a retired officer's eligibility to purchase his/her own insurance coverage through the health insurance marketplace shall not disqualify the retired officer from participating in the Borough's plan. If the officer or spouse loses the said coverage, the officer may return to the borough's plan. The borough shall be responsible for paying only the insurance costs that are in effect on the day the officer retires. Any additional cost increases shall be the responsibility of the retired officer.**

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.00: The Borough will provide up to a maximum three-hundred (\$300.00) dollars per year during the term of this contract to reimburse a full-time officer for the purchase of corrective eye wear; with a

maximum carryover accumulation of \$600.00. The benefit may be used by the full-time officer or his/her spouse or dependent children.

12.01: Physical Examination Plan - The Borough shall provide each officer, on a bi-annual basis, with a comprehensive physical examination. Such examination shall be conducted by a physician selected and paid by the Borough, and the results thereof shall be made available to the officer and his/her personal physician. Such examination shall cover the aspects of physical health which are denominated on the Borough Police Department Physical Examination Form which was in effect at the time of the signing of this Agreement.

12.02: Residency Requirement: Each full-time officer shall reside within a twenty-five (25) mile radius of the Borough line.

12.03: Recreation Center Membership - The Borough will provide a full single membership to the Ephrata Recreation Center for all officers.

12.04: Education Bonus - The Borough will provide a lump sum bonus to an officer attaining a degree in a department-approved police related course of study from an accredited College or University. The officer must have at least three (3) years of service in the Department to qualify for the bonus. The bonus shall be paid annually.

- a). The bonus will be paid in a lump sum and will not be added to base wages;
- b). The amount of the bonus will be based on educational attainment as of July 1st of each year with the bonus paid on or before July 31st of each year;
- c). The officer will be paid for one degree only; and
- d). The amount of the bonus shall be:

Associate Degree	\$250
Bachelor Degree	\$500
Master Degree	\$750

12.05: Tuition Reimbursement - Eligibility for tuition reimbursement begins after successful completion of four (4) years of employment.

The Borough will reimburse Officers for tuition upon the successful completion of department-approved police related college level courses leading to an Associates, Bachelors or Advanced Degree from an accredited College or University. Reimbursement will be provided for non-police related courses that are requirements for attaining the college degree being pursued. Reimbursement will be provided for only the first degree to be attained at any level.

Officers must remain employed for 2 years upon completion of degree program or after any tuition reimbursement check is received by the Officer. Voluntary termination (other than normal retirement) prior to 2 years will result in a reimbursement of education costs back to Ephrata Borough.

12.06: Drug Testing - The parties have agreed that the Borough may implement a drug testing program that will include testing in the case of probable cause. Probable cause shall include situations where an employee is involved in an unexplained accident. Employees who return to work from an absence, layoff,

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leave of absence, illness or any other reason for a period of three (3) consecutive weeks or more may be required to submit to a drug and alcohol screen. All testing shall be performed by a laboratory that is either certified by the National Institute for Drug Abuse ("NIDA") or has made application for NIDA certification.

An employee who tests positive on the drug screen shall be provided one opportunity for rehabilitation. If the employee rejects rehabilitation or fails to successfully complete the rehabilitation program he/she shall be terminated. Only upon successful completion of the rehabilitation program shall the employee be permitted to return to work.

12.07: A copy of the Family and Medical Leave Act, and Heart and Lung Act, will be made available upon request through the Human Resources Department.

ARTICLE XIII GRIEVANCE PROCEDURE

13.01: Grievance Procedure - A grievance under the terms of this Agreement is defined as an alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement and shall include Heart and Lung Act benefit disputes. All grievances and responses thereto, shall be in writing and must cite the section(s) of this Agreement which is alleged to have been violated. If a grievance is not appealed within the time limits established herein, it shall be deemed to have been settled on the basis of the last decision, and shall not be processed further. If a response is not rendered within the time limits established herein, it shall be deemed to be denied, and subject to further appeal. A grievant shall proceed according to the following steps in processing his/her grievance:

Step 1 - An officer, either alone or accompanied by a representative, shall submit his/her grievance to the Chief of Police within fifteen (15) days of its occurrence or knowledge of its occurrence, as the case may be. The Chief of Police shall respond to the grievance within five (5) days of his receipt of same.

Step 2 - If the grievant is not satisfied with the Chiefs response, he/she may, within ten (10) days of the Chiefs response, appeal the grievance to the Mayor of the Borough. The Mayor, or his/her designated representative, shall respond to the grievance within (5) days of his/her receipt of same. Provided however, the Mayor's authority is limited to grievances involving operational disputes. Grievances involving wages and benefits will bypass step 2 and go directly to step 3. A meeting will be held at step 2 at a mutually agreeable time if requested by either party.

Step 3 - In the event that the grievance is not settled at Step 2, the appeal shall be presented to the Chairman of the Public Health and Safety Committee of the Borough Council within ten (10) days after the response from the Mayor was due. The Committee shall respond to the grievance within ten (10) days of its receipt of same. A meeting will be held at a mutually agreeable time if requested by either party.

Step 4 - In the event that the grievance is not settled at Step 3, the grievant, or his/her representative, shall serve the Borough Council with written notice of intention to proceed to

final and binding arbitration of the dispute. Such notice must be served within ten (10) days after the response at Step 3 was due. Once such notice has been served, the grievant shall have an absolute right to proceed to final and binding arbitration of the dispute.

The arbitrator for a Step 4 proceeding shall be selected by the parties, utilizing the same process by which an arbitrator for an Act 111 arbitration is selected, except that there shall only be one (1) arbitrator selected either jointly by the parties, or from a list supplied by the American Arbitration Association, as the case may be. The Arbitrator so selected shall neither add to, subtract from, nor modify the provisions of this Agreement, or any other prior contracts or awards. The arbitrator shall confine himself/herself to the precise issue(s) submitted to him/her for decision, and shall have no authority to determine any issue(s) not so submitted.

The decision of the arbitrator shall be final and binding on both parties and shall not be appealable into any court. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the hearing, or receipt of the transcript of the hearing, as the arbitrator may determine. Any party may request a copy of the notes of testimony at his/her/its expenses. All time limits contained in the grievance provision may be extended by mutual consent of the parties.

Each party shall bear his/her/its own expenses and costs, and the fees and expenses of the arbitrator shall be equally shared by the parties, except that the arbitrator may assess his/her fees and expenses against the grievant in the event that he/she shall find the grievance frivolous; and likewise, in the event that the arbitrator shall determine that the Borough did not make a bona fide good faith effort to resolve the dispute, he/she may assess such fees and expenses against the Borough.

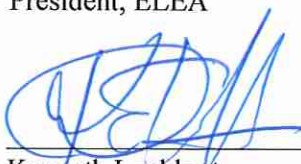
An aggrieved officer and his/her representative, if an officer, shall be granted reasonable time during working hours, if necessary, to process the grievance in accordance with the provisions hereof, without loss of pay or benefits.

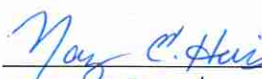
For: Ephrata Law Enforcement Association

For: Borough of Ephrata


Chad Allen, / 03/01/2023
President, ELEA date

 02/24/2023
Thomas G. Reinhold date
President, Ephrata Borough Council


Kenneth Lockhart, / 03/01/2023
Vice-President, ELEA date

 2/23/2023
Nancy E. Harris date
Borough Manager

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**BOROUGH OF EPHRATA 2023-2027 COLLECTIVE BARGAINING AGREEMENT
WITH THE EPHRATA LAW ENFORCEMENT ASSOCIATION
ADDENDUM A**

Grade	Step	2023		2024		2025		2026		2027	
		Jan 1	July 1	Jan 1	July 1	Jan 1	July 1	Jan 1	July 1	Jan 1	July 1
Lieutenant		\$110,376	\$113,135	\$114,832	\$117,129	\$119,472	\$121,861	\$123,689	\$126,163	\$128,055	
Sergeant		\$103,702	\$106,295	\$107,889	\$110,047	\$112,248	\$114,493	\$116,210	\$118,534	\$120,312	
Police Officer	Experience										
	After 5 Years	\$96,834	\$99,255	\$100,744	\$102,759	\$104,814	\$106,910	\$108,514	\$110,684	\$112,344	
	After 4 Years	\$91,460	\$93,747	\$95,153	\$97,056	\$98,997	\$100,977	\$102,492	\$104,542	\$106,110	
	After 3 years	\$86,086	\$88,238	\$89,562	\$91,353	\$93,180	\$95,044	\$96,470	\$98,399	\$99,875	
	After 2 Years or Hired w/2 Years of Full Time Experience as a Certified Police Officer.	\$80,713	\$82,731	\$83,972	\$85,651	\$87,364	\$89,111	\$90,448	\$92,257	\$93,641	
	Certification must be equal to MPOETC standard										
	After 1 Year	\$75,336	\$77,219	\$78,377	\$79,945	\$81,544	\$83,175	\$84,423	\$86,111	\$87,403	
	Start Certified	\$68,914	\$70,637	\$71,697	\$73,131	\$74,594	\$76,086	\$77,227	\$78,772	\$79,954	
	Start Uncertified	\$59,848	\$61,344	\$62,264	\$63,509	\$64,779	\$66,075	\$67,066	\$68,407	\$69,433	

1/2/24

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